



GENERAL INFORMATION CITY OF FRISCO, TEXAS

REQUEST FOR PROPOSAL NO. 1305-057
RFP for Professional Photographer Services for the Annual
Daddy/Daughter, Mother/Son Dances

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:  
***June 13, 2013 @ 2:00PM CST***  
***NO LATE PROPOSALS WILL BE ACCEPTED***  
**CD OR FLASH DRIVE AND FOUR HARD COPIES REQUIRED**  
~~~~~

DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034

Deadline for Submittal of
Questions

May 31, 2013 @ 4:00PM CST
Send to
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Daniel Ford, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

REQUEST FOR PROPOSAL NO. 1305-057

RFP for Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FOUR HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting proposals for Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposals must be received by June 13, 2013 before 2:00PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on June 13, 2013 at 2:05PM CST.

Write the request for proposal number, 1305-057, and name of proposal, RFP for Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

This is an annual contract for one (1) year with four (4) additional one (1) year renewal options. The City will have the right and option to terminate the contract upon thirty (30) days written notice.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful proposer may be required to execute a written contract.

GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flashdrive, and four (4) hard copies of the sealed proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.

9. **ALTERING/WITHDRAWAL OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services' approval.
10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **PROPOSAL OPENINGS:** Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. **PROPOSAL TABULATION:** Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. **TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. **PROTESTS:** All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other

related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the “Forum”). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government

Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide products/services, based upon proposal submittal, to any other participant in the Forum.

34. **AUDIT:** The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
36. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
37. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Administrative Services or designated representative.
38. **REMEDIES:** The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

41. **NO PROHIBITED INTEREST:** The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C, H/O, FAX): 972-555-5555 E-MAIL ADDRESS: johnsmith@abcinsurance.com FAX (A/C, H/O): 972-555-5556																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL. SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		123456	03/05/2013	03/05/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	123456	03/05/2013	03/05/2014

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2013

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
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<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>				
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 100px;"></td> </tr> </table>			
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </p> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>				
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date </div> </div>				

Adopted 06/29/2007

PROPOSER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL ON A CD OR FLASHDRIVE AND FOUR (4) HARD COPIES INCLUDED?

ALL BLANKS COMPLETED ON THIS FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement

May 17, 2013

May 24, 2013

Pre-Proposal Meeting

N/A

Deadline for Submitting Questions

May 31, 2013 4:00PM CST

RFP Responses Due

June 13, 2013 2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

City of Frisco Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances

Scope of Services - Introduction

The City of Frisco Parks and Recreation Department is accepting proposals for an annual contract for one (1) year with four (4) additional one (1) year options for Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances.

Background for the Daddy/Daughter Dance

The Daddy/Daughter Dance event is held every year at the Frisco Conference Center located at 7601 Gaylord Parkway, Frisco, TX 75034. The 2014 event will be held on Saturday, February 1st. The 2015 event will be held on Saturday, February 21st. The 2016 event will be held on Saturday, February 6th. Events in subsequent years will be held on a Saturday in February. The actual dates have not yet been determined at this point in time. Each year, the event will have four dances with up to 1,500 participants per dance. Participant's ages range from 4-12 years old. Each dance is scheduled for 1-1/2 hours long beginning at 2:00 PM until 9:30 PM with a 30 minute break between each dance.

Vendor Requirements for the Daddy/Daughter Dance

The Photographer must have at least six (6) picture stations with ample personnel and equipment to supervise picture taking and flow of traffic.

The Photographer must be set up at least one (1) hour before the first dance. The photographer must be ready and in place for picture taking beginning 30 minutes prior to first dance, continue taking photos during the entire evening, and clean up the photograph area when the last dance has concluded.

Background for the Mother/Son Dance

The Mother/Son Dance event is held every year on a Saturday in September or October at the Frisco Conference Center located at 7601 Gaylord Parkway, Frisco, TX 75034. The 2013 date is Saturday, September 21st. The 2014 date is Saturday, September 20th. Event dates for future years have not yet been determined at this point in time, but are tentatively as follows: September 12, 2015 and September 10, 2016. Events in subsequent years will be held on a Saturday in September or October. Each year, the event will have two dances with up to 1,000 participants per dance (potentially up to 1,500 per dance in future years). Participant's ages range from 4-12 years old. Each dance is scheduled for 1-1/2 hours long beginning at 5:30 PM until 9:30 PM with a 30

minute break between each dance. There is a possibility of adding another dance time in future years.

Vendor Requirements for the Mother/Son Dance

The Photographer must have at least three (3) picture stations with ample personnel and equipment to supervise picture taking and flow of traffic.

The Photographer must be set up at least one (1) hour before the first dance. The photographer must be ready and in place for picture taking beginning 30 minutes prior to first dance, continue taking photos during the entire evening, and clean up the photograph area when the last dance has concluded. The Photographer will provide a solid and/or themed backdrop that will compliment the dance theme each year (to be discussed with staff).

Additional Vendor Requirements

The Photographer will provide a package of pictures for participants for each event. The package will consist of a minimum of two (2) 5x7 photographs and eight (8) wallet size photographs in an imprinted sleeve with event information (e.g., Daddy/Daughter Dance or Mother/Son Dance - including year).

The Photographer must coordinate a pick up location within the City of Frisco limits or provide a plan for photo package delivery.

The Photographer must have a plan in place for handling customer concerns/complaints with regard to their pictures. The City strives to provide excellent customer service and expects contracted vendors to provide the same courtesy and respect to our event attendees. Photographers must greet customers with politeness and professionalism.

The Photographer must submit a list of three (3) references from jobs of similar size and type from the past two (2) years.

Revenues – Collections & Disbursement

The City of Frisco Parks and Recreation Department Staff will handle the money collection at each event.

The City will retain a **minimum** of 25% of the gross income collected from the photo packages.

The Photographer will receive their portion of the proceeds within fifteen (15) working days after receipt of photographer's invoice.

Evaluation Criteria and Process

A team of representatives from the Parks and Recreation Department and the Purchasing Department will review and evaluate the proposals using the criteria listed below in order of importance. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers. A list of Finalists will be developed. On site or conference call interviews will be conducted with each vendor on the Finalist List, as necessary. Award of the proposal will be made in the best interest of the City and shall be considered final. The successful vendor may be required to execute a formal contract.

Proposals will be evaluated using the following weighted criteria:

Conformance with RFP Guidelines and Submittal Requirements; - 20%

The bidder's ability to meet the minimum requirements as listed

In this document; - 20%

The quality of the bidder's good or services; - 20%

The percent of the gross income collected from the photo packages; - 10%

The reputation of the bidder and of the bidder's goods or services; - 10%

The bidder's past experience with events of similar size and type; - 15% and

The bidder's past relationship with the City. – 5%

TOTAL 100%

Question Deadline and Inquiries

The question deadline is May 31, 2013 at 4:00PM CST. All questions should be sent to: purchasing@friscotexas.gov.

Required Submittals

In addition to the material included in the RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The Title Page shall include the proposal number, 1305-057, the title, Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances, and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Company Background

Provide a brief history of your business. Include information such as when you started your business, number of employees, and samples of your pictures and or photo packages.

Section 5: Pricing

Provide pricing for the minimum photo package. Provide pricing for other photo package options. Provide the percentage of the gross income collected from the photo packages.

Section 6: References

The proposer must furnish at least three (3) references from events of similar size and type from the past two (2) years. Include contact information with names, telephone numbers and email addresses.

Section 7: Complaints

Provide a plan to resolve customer concerns/complaints with regard to their pictures.

Section 8: Photo Pick Up/Delivery

Provide a plan for a photo package pick up location within the City of Frisco limits, or provide a plan for photo package delivery.

Section 9: Required Forms

- a. Supplemental Information- pages 12 and 14 of this RFP.
- b. Affidavit of No Prohibited Interest- page 13 of this RFP.
- c. Conflict of Interest Questionnaire- page 15 of this RFP.
- d. Signature Form- page 21 of this RFP.

SIGNATURE FORM

1305-057

RFP for Professional Photographer Services for the Annual Daddy/Daughter, Mother/Son Dances

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____